

MF114432

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF114432	07-108131	137591	REEVES
MF114432	07-108140	137592	REEVES
MF114432	07-108220	137593	REEVES

<i>Survey</i>	PUBLIC SCHOOL LAND	
<i>Block</i>	C-16	
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>	7, 8, 16	
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	1829.7	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>

Leasing: _____

Analyst: DL

Maps: _____

GIS: MC

DocuShare: _____

<i>Name</i>	MOSES, J. A.
<i>Lease Date</i>	5/5/2011
<i>Primary Term</i>	5 yrs
<i>Bonus (\$)</i>	\$34,306.88
<i>Rental (\$)</i>	\$0.00
<i>Lease Royalty</i>	0.1000



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6. Rentals- 4 th & 5 th yrs	04/16/2014
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RAL REVIEW SHEET

Transaction # 6716
Lessor: Trowbridge, Dalton
Lessee: J.A. Moses

Geologist: R. Widmayer
Lease Date: 4/13/2010 **UL** ☐
Gross Acres: 3099.4
Net Acres: 774.85

LEASE DESCRIPTION

County	PW#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-108131	137591		-7	C16	00	PUBLIC SCHOOL LAND	4928
REEVES	07-108140	137592		-8	C16	00	PUBLIC SCHOOL LAND	4929
REEVES	07-108220	137593		-16	C16	00	PUBLIC SCHOOL LAND	4930
REEVES	07-108239	134524		18	C16	00	PUBLIC SCHOOL LAND	4349
REEVES	07-102752	134522		14	1	00	H & T C RY CO	4347

TERMS OFFERED

Primary Term: 5 years
Bonus/Acre: \$125.00
Rental/Acre: \$1.00
Royalty: 1/5

TERMS RECOMMENDED

Primary Term 5 years
Bonus/Acre \$125.00
Rental/Acre \$1.00
Royalty 1/5

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
MF104760	Petro-Hunt, L.L.C.	10/20/2004	5 years	\$25.00	\$1.00	1/5	Last Lease
MF106678	Petro-Hunt, LLC	3/27/2005	5 years	\$50.00	\$1.00	1/5	4 Miles SE

Comments: 4th year rental will be \$75.00 per acre.

Approved: PAB 4.30.10

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Louis Renaud, Deputy Commissioner

DATE: 30-Apr-10

FROM: Robert Hatter, Director of Mineral Leasing
Peter Boone, Chief Geologist

Applicant: J.A. Moses

County: REEVES

Prim. Term: 5 years

Bonus/Acre

\$125.00

Royalty: 1/5

Rental/Acre

\$1.00

Consideration

Recommended: RAC

Date: 4-30-10

Not Recommended: _____

Comments: 4th year rental will be \$75.00 per acre.

Lease Form

Recommended: RH

Date: 5/03/10

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner

Date: 5-5-10

Recommended: CLR

Not Recommended: _____

Bill Warnick, General Counsel

Date: 5/6/10

Recommended: WW

Not Recommended: _____

Larry Laine, Chief Clerk

Date: 5/10/10

Approved: DL

Not Approved: _____

Jerry Patterson, Commissioner

Date: 5/10/10

Approved: Jerry E. Patterson

Not Approved: _____

File No. MF114432 ①
RAL Review Sheet

Date Filed: 04/30/2010

Jerry E. Patterson, Commissioner

By JEP

MF 114432A

The State of Texas



Austin, Texas

OIL AND GAS LEASE

*Paid up 2nd & 3rd yr
4th yr Rental is \$1500.00 per acre
& pays up the 5th yr*

THIS AGREEMENT is made and entered into as of this 5th day of May, 2011, between the State of Texas, acting by and through its agent, Linda Darlene Armstrong Stewart, as Independent Co-Executor of the Estate of Ona May Graef, Deceased (having been duly appointed in 2007 under the duly-probated will of Ona May Graef, Deceased, by the County Court of Pecos County, Texas, in Probate Cause #2943, styled Estate Of Ona May Graef, Deceased), of 6408 Shady Oaks Drive, San Angelo, TX 76904, said agent herein referred to as the owner of the soil (whether one or more), and J. A. Moses of P.O. Box 9903, Midland, TX 79708, hereinafter called Lessee.

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Reeves County, State of Texas, to-wit:

Section Seven (7), Block C-16, PSL Survey, J. C. Short original grantee, Patent No. 89, Patent Vol. 8-B, Abstract 4928, containing 597.3 acres, more or less,

Section Eight (8), Block C-16, PSL Survey, J. C. Short original grantee, Patent No. 90, Patent Vol. 8-B, Abstract 4929, containing 640 acres, more or less,

Section Sixteen (16), Block C-16, PSL Survey, J. C. Short original grantee, Patent No. 91, Patent Vol. 8-B, Abstract 4930, containing 592.4 acres, more or less,

containing 1829.7 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Thirty-Four Thousand Three Hundred Six And 88/100 Dollars (\$34,306.88)

To the owner of the soil: Thirty-Four Thousand Three Hundred Six And 87/100 Dollars (\$34,306.87)

Total bonus consideration: Sixty-Eight Thousand Six Hundred Thirteen And 75/100 Dollars (\$68,613.75)

The total bonus consideration paid represents a bonus of One Hundred Fifty And No/100 Dollars (\$150.00) per acre, on 457.425 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

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3. DELAY RENTALS. ~~If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the _____ Bank, at _____ or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:~~

~~To the owner of the soil: _____
Dollars (\$ _____)
To the State of Texas: _____
Dollars (\$ _____)
Total Delay Rental: _____
Dollars (\$ _____)~~

~~In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. Delay rentals are provided for in paragraph 41.~~

4. PRODUCTION ROYALTIES. Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be one-fifth (1/5) part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived, in writing, by the royalty owners upon such terms and conditions as they prescribe.

(B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be one-fifth (1/5) part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be one-fifth (1/5) part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry," or any other gas, by fractionating, burning or any other processing shall be one-fifth (1/5) part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.

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6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin to accrue when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

11. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM.

(A) If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or

pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term.

(B) If Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If neither Paragraph 3 nor Paragraph 41 of this lease specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL. At such time as this lease ceases to be held in force and effect as to all of the leased premises (1,829.7 acres, more or less), this lease shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.154, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction ("the retained lands"). If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or

wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and rights-of-way for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof, for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.

(B) HORIZONTAL. At such time as this lease ceases to be held in force and effect as to all of the leased premises (1,829.7 acres, more or less), this lease shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING. The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.

17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. NO WARRANTY. Owner of the soil, being the personal representative of a decedent's estate, cannot warrant title. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.

20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

(B) REDUCTION OF PAYMENTS. If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterflood operations without the prior consent of the owner of the soil.

22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property,

improvements, livestock and crops on said land.

23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.

25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

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32. **FORFEITURE.** If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

33. **LIEN.** In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chap. 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

34. **POOLING.** Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. **INDEMNITY.** Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.

36. **ENVIRONMENTAL HAZARDS.** Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION

AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.

37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

ADDENDUM. The attached Addendum with paragraphs 40 through 52 is incorporated herein by reference for all purposes.

LESSEE

J. A. Moses
J. A. Moses

6/7/2011
Date

STATE OF TEXAS

BY: Linda Darlene Armstrong Stewart
Linda Darlene Armstrong Stewart, as Independent Co-Executor
of the Estate of Ona May Graef, Deceased, on behalf of the
Estate as owner of the soil and agent for the State of Texas

X 5-23-2011
Date

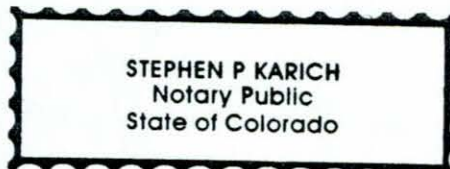
STATE OF COLORADO

COUNTY OF BOULDER

BEFORE ME, the undersigned authority, on this day personally appeared Linda Darlene Armstrong Stewart, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as Independent Co-Executor of the Estate of Ona May Graef, Deceased, on behalf of said Estate as owner of the soil and agent for the State of Texas.

Given under my hand and seal of office this the 23rd day of May, 2011.

(Notary Seal)



[Signature]
Notary Public In And For State of CO
My Commission Expires: 10-28-14
Print Name: STEPHEN P. KARICH

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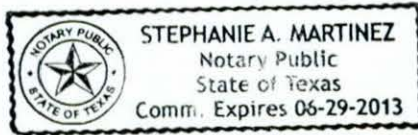
STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared J. A. Moses, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 17th day of JUNE, 2011.

(Notary Seal)



Stephanie A. Martinez

Notary Public In And For State of Texas

My Commission Expires: 06.29.2013

Print Name: STEPHANIE A. MARTINEZ

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ADDENDUM to GLO RELINQUISHMENT ACT LEASE

Attached to and made a part of GLO Relinquishment Act Lease dated May 5, 2011, covering 1,829.7 Acres in Reeves County, Texas, described in paragraph 1 hereof, from the State of Texas, acting by and through its agent, namely, Linda Darlene Armstrong Stewart, as Independent Co-Executor of the Estate of Ona May Graef, Deceased, to J. A. Moses, Lessee

The following paragraphs number forty (40) through fifty-two (52), inclusive, are attached hereto and made a part hereof for all purposes, and in the event of conflict between the provisions contained in said paragraphs forty (40) through fifty-two (52), inclusive, and the printed portions of this Lease appearing in paragraphs one (1) through thirty-nine (39), inclusive, above, then the provisions contained in paragraphs forty (40) through fifty-two (52), inclusive, shall prevail.

40. Habendum. To the extent of any conflict, this paragraph takes precedence over paragraph 2 of this Lease. Subject to the other provisions in this Lease, this Lease shall remain in force as to the "leased tracts" for a term of five (5) years from the Effective Date stated above (the "primary term"), and, pursuant to paragraph 42 hereinbelow, as long after the end of the primary term as Lessee maintains a continuous development program as herein provided, and after the conclusion of the continuous development program, if any, this Lease shall remain in force as to the retained depths in any retained lands as long as the pertinent conditions in Paragraph 42 (D) are fulfilled.

41. Delay Rental. This is a paid-up Lease for the first three years of the primary term. Delay rentals for the first anniversary date and second anniversary date have been pre-paid as part of the bonus consideration for this Lease, and therefore no delay rental are due for the first anniversary date and second anniversary date of this Lease. If Lessee drills a well during the first three (3) years of this Lease, no delay rental shall be due on the third anniversary date or the fourth anniversary date of this Lease. Alternatively, if no well is drilled during the first three (3) years of this Lease, then this lease shall terminate, unless on or before the third anniversary date of this Lease a delay rental covering the fourth and fifth years of the primary term is paid in the amount of \$150.00 per acre. The delay rental shall be divided evenly between the State of Texas and the owner of the soil. Such delay rental shall be paid as follows:

To the State of Texas: Thirty-Four Thousand Three Hundred Six And 88/100 Dollars (\$34,306.88)

To the owner of the soil: Thirty-Four Thousand Three Hundred Six And 87/100 Dollars (\$34,306.87)

Total delay rental: Sixty-Eight Thousand Six Hundred Thirteen And 75/100 (\$68,613.75)

The total delay rental is One Hundred Fifty And No/100 Dollars (\$150.00) per acre, on 457.425 net acres.

42. Continuous Development, Pugh Clause. Notwithstanding anything in this Lease to the contrary, the following provisions shall determine and control the duration of this Lease after the end of the primary term:

(A) If Lessee, at the expiration of the Primary Term, is engaged in actual drilling

operations, this Lease shall remain in full force and effect as to the leased premises for so long as such actual drilling operations continue to completion or abandonment and for so long thereafter as "continuous development" is conducted, being defined as no more than 180 days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations on another well; or

(B) If, at the expiration of the Primary Term, Lessee is not conducting actual drilling operations, but Lessee has completed a well on the said Lease prior to the expiration of the Primary Term which is capable of producing oil and/or gas in paying quantities, this Lease shall remain in full force and effect as to the leased premises for so long as actual drilling operations on an additional well are commenced within 180 days following the expiration of the Primary Term, and this Lease shall continue in force for so long thereafter as "continuous development" is conducted, being defined as no more than 180 days elapsing between completion or abandonment of one well and the commencement of actual drilling operations on the next succeeding well.

(C) For the purposes of this Lease, the following definitions and/or interpretations shall apply:

(i) "Paying quantities" means a quantity, in the judgment of a reasonable and prudent operator, of oil (including any gaseous hydrocarbons produced with the oil) and/or gas (including any liquid hydrocarbons produced with gas) sufficient (not considering the cost of drilling, testing, completing and equipping) to repay, with a reasonable profit, the cost of operations.

(ii) Commencement of actual drilling operations shall be the date Lessee commences actual drilling with rotary drilling tools of a suitable size necessary to reach the objective depth.

(iii) Completion shall be the date of filing the potential test report with the applicable regulatory agency for the state in which the well is located, if a productive well, or the date of filing the plugging report, if a dry hole, provided that in no event (whether productive well or dry hole) shall the completion date be more than sixty (60) days after the release of the drilling rig.

(D) Pugh Clause. If "continuous development" (as defined hereinabove) is not commenced, or if such "continuous development", having been commenced, later ceases, this Lease shall then automatically terminate as to all of the leased premises not included within a proration unit assigned to a well then producing oil or gas in paying quantities, and, within each proration unit assigned to a well then producing oil or gas in paying quantities, this Lease shall also terminate as to all subsurface depths deeper than one hundred feet (100') below the base of the deepest producing formation in the well in the respective proration unit. (The term "proration unit" as used herein shall be the number of acres which are allocated to a well under regulation of the Texas Railroad Commission (or other governmental body having jurisdiction over producing tracts) for production of oil or gas under Special Field Rules applicable to the area involved herein so as to enable the well to have full allowable; provided, however, if no Special Field Rules have been adopted by said commission, then such proration unit shall be deemed to be 40 acres as to oil wells and 160 acres as to gas wells). As to each well that is then producing in paying quantities, this Lease shall continue in full force and effect as to the acreage in the proration unit that is allocated to the well ("retained surface acreage") down to one hundred feet (100') below the base of the deepest producing formation in the well ("retained depths"), so long as any one or more of the following conditions is occurring:

- (1) such well is producing in paying quantities,
- (2) additional drilling to deepen the well is occurring,
- (3) if production in paying quantities from such well ceases, no more than sixty (60) days elapse between such cessation and the initiation of reworking operations, and such reworking operations continue in good faith and in workmanlike manner (with any interruptions totaling no more than sixty (60) days) until production in paying quantities from such well is restored, or
- (4) payment of shut-in royalty for such well, to the extent authorized by Paragraph 14 above, occurs in accordance with Paragraph 14 above,

BUT, immediately upon none of the foregoing conditions occurring, this Lease shall terminate as to such retained surface acreage and such retained depths for such well.

43. Copies of Assignments, Proration Units, Releases, Title Opinions. Lessee shall furnish to owner of the soil within 60 days of the earlier of (i) the last execution date on the document or (ii) the date the document is filed with a public entity, a copy of all assignments of any portion of the Lease, all documents filed with the Texas Railroad Commission with respect to the Lease, any releases of part or all of the Lease, and attorney's title opinions with respect to the leased tracts.

44. Housing. Nothing in this Lease shall entitle Lessee to construct permanent lease houses or lease camps for housing Lessee's employees on the leased tracts, and Lessee shall have no right to do so. Further, Lessee agrees that no roughnecks or any other personnel shall live, reside or otherwise domicile on the leased tracts. Lessee shall not be prohibited hereby from utilizing crew quarters during drilling operations for drilling supervisors, tool pushers, well site geologists and Lessee's on-site representative, if any.

45. Surface Agreements Binding. Lessee and its successors and assigns shall comply with the provisions of this Lease restricting surface usage and requiring surface damages even though such party may claim rights regarding the surface through other grantors/owners of the soil.

46. Cleaning and restoring surface. The Lessee agrees to fill all slush pits, depressions, and ruts, and to remove any and all debris and rubbish incident to the operations hereunder. Lessee agrees to restore the surface of said lands to as nearly the same condition as the same was in prior to any operations hereunder insofar as is reasonably practical.

47. Fencing, maintaining, respecting infrastructure. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury. Lessee shall, while conducting operations on the leased tracts, keep the tracts free of all rubbish, cans, bottles, paper cups or garbage. Lessee agrees to keep its surface equipment and facilities in good condition, well maintained and painted periodically. No well shall be drilled nearer than 200 feet to houses or barns now on the land, without the consent of owner of the soil.

48. Roads. Owner of the soil shall have the right to use all roads constructed by Lessee, such roads(s) to be maintained in good condition and repair during the term of this Lease. Lessee shall promptly make repairs to the road when needed, with periodic grading, and particularly following rains.

49. Surface Damages. With respect to Lessee's operations on the leased premises, Lessee shall pay to the State of Texas and the owner of the soil in equal, undivided, one-half (1/2) shares the following surface damages:

\$2,000.00 per well location covering not more than two (2) acres of land;
\$1,000.00 per acre or part thereof for any well location covering more than two (2) acres of land;
\$2,000.00 per tank battery location, whether located on a well site location or on a new location;
\$2.00 per rod for use of existing roads;
\$4.00 per rod for new roads;
\$2.00 per rod for flow lines;
\$2.00 plus \$1.00 per diameter inch per rod for all other lines (e.g. the damages for the four-inch (4") line would be \$2.00 plus \$4.00 = \$6.00 per rod).

For example, if a well location not larger than 2 acres is created, the \$2,000.00 damage payment due shall be paid half (\$1,000.00) to the State of Texas and half (\$1,000.00) to the owner of the soil.

50. Purchase of Road Materials. Any material that is available from owner of the soil and needed by Lessee in building or repairing roads on the leased tracts may, at Lessee's sole discretion and option, be purchased by paying the purchase price in equal, undivided one-half (1/2) shares to the owner of the soil and the State of Texas. Said material must meet suitable quality and use standards. The price to be paid by Lessee for such road material shall be at the "market value" thereof, such "market value" being the same price or cost for which Lessee could purchase road material on an arm's length basis from a third-party vendor under like or similar conditions and circumstances.

51. Water Wells, Purchasing Water.

A. Lessee's Right to Drill Wells for Water. This Lease does not give Lessee the right to use water from owner of the soil's water wells or from owner of the soil's tanks, ponds, or other surface sources. Lessee is authorized to drill and complete a water well or wells on the leased tracts for water to be used in connection with Lessee's drilling operations thereon; provided, however, that when Lessee no longer needs the use of said water well, any such well or wells shall be tendered to the owner of the soil by Lessee, free of warranties of any sort, and, if owner of the soil shall elect to accept same, such water well or wells shall be and become the property of owner of the soil without cost.

B. Option To Purchase Water From Existing Wells. In the event Lessee requires water but elects not to drill a water well on the leased tracts, then Lessee may at its option purchase water for drilling purposes from owner of the soil's existing wells. The cost to Lessee will be \$0.75 per BBL of water, unless negotiated for a different price. Lessee is responsible for the electric cost to lift the water.

C. Option To Convert Dry Hole to Water Well. Lessee agrees that if any well drilled on the leased tracts is to be abandoned as a dry hole (either before or after production), then prior to plugging and abandoning same the Lessee shall tender such well to owner of the soil and, if owner of the soil shall elect to accept such well, owner of the soil and Lessee shall make application to the Railroad Commission of Texas to be authorized to plug such well in such manner that the well bore be left open to the depth at which the owner of the soil shall intend to condition and equip such well bore for production of fresh water, relieving Lessee of further liability. If such application is approved by the Railroad Commission of Texas, Lessee shall proceed to plug such well in the manner so authorized in accordance with such rules and regulations, and such well and the casing therein, but not the wellhead and other surface equipment, shall be assigned without warranties of any sort to

owner of the soil without payment of any consideration therefor. If owner of the soil shall not desire to so acquire any such well, Lessee shall plug and abandon the same.

52. Alcohol, Guns, Non-Lease Activities Forbidden. Lessee, its employees, agents, servants, invitees, suppliers, business visitors, contractors and subcontractors are forbidden to:

(i) bring any firearms or crossbows of any kind or character, nor any hunting, fishing or trapping equipment of any kind or character, nor any alcoholic beverages nor narcotic substances onto the leased tracts or road easement areas, or

(ii) collect, remove, acquire, pick up or otherwise take possession of any human artifacts, historical objects, stones, rocks, cacti, shrubs, or other man-made or naturally occurring object or growth on the leased tracts that are not necessary to the performance of Lessee's duties, and

(iii) Lessee shall instruct all such parties of these prohibitions.

Certificate of Record

67.00 Recording Fee

 Certified Copy Fee

67.00 Total Paid

003802

FILED

2011 JUN -3

Return to:

J. A. Moses

COMPARED

NR

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS, }
COUNTY OF REEVES. }

I, hereby certify that this instrument with its certificates of authenticity was FILED on the date and at the time stamped hereon and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Real Property of Reeves County, Texas, as indicated.

OPR VOL. 884 PAGE 472 DATE RECORDED 06/14/11



DIANNE Q. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By: Julia Florez, Deputy

BEAR GRAPHICS, INC.

J. A. Moses
PO Box 9902

Return to

11.51.0

File No. MF 114432 (2)
lease

Date Filed: 08/15/2011

Jerry E. Patterson, Commissioner

By JEP

8.12.11

COG OPERATING LLC

550 W. Texas Ave Suite 100
MIDLAND TX 79701
(855) 687-8097

Check Number 0000108131

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
072611A	07/26/2011	<p>114432 NOTE: MF 114432 + 114433 Ona Mae Grant Est lease \$25/acre make up on Trowbridge lease (25% interest)</p>	4,067.81	0.00	<p>X 121 11714860 A</p> 4,067.81

004038

Vendor

Check Date: 07/28/2011

Check Amount

4,067.81

COG OPERATING LLC

550 W. Texas Ave Suite 100
MIDLAND TX 79701
(855) 687-8097

Check Number 0000108130

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
072611	07/26/2011		5,817.81	0.00	5,817.81
<p>NOTE: MF-114432 114433</p> <p>New Ona Mae Graef Est 06L</p> <p>\$25/acre make up on Trowbridge lease</p> <p>(25% interest)</p> <p>11714861 A</p>					

004038

Vendor

Check Date: 07/28/2011

Check Amount

5,817.81

COG OPERATING LLC

550 W. Texas Ave Suite 100
MIDLAND TX 79701
(432) 683-7443

Check Number 0000071438

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
		See Attached			

10708132

121

004038

Vendor

Check Date: 05/10/2010

Check Amount

48,428.13



10

11



12

13

14

15

J. A. Moses

P.O. Box 9903
Midland, Texas 79708

Phone 432/570-9613
Fax 432/570-9603
email: jamoses@pobox.com

August 10, 2011

General Land Office
Attn: Drew Reid
1700 N. Congress Avenue, Suite 935
Austin, TX 78701-1495

Re: Oil and Gas Lease dated July 1, 2010 –**MF-111082**
Reeves County, TX

Dear Drew:

Please see the enclosed checks, in the total amount of \$9,885.62, covering the GLO interest in the attached copies of the certified oil & gas leases. Each check includes the \$100 processing fee and is the \$25.00/acre make up difference for the Dalton Trowbridge lease. Dalton Trowbridge was sued by the Ona Mae Graef heirs and settled out of court and transferred the property back to the heirs. The Ona Mae Graef heirs were represented by Mark Brown of San Angelo and he negotiated two (2) new leases and \$150/acre replacing the (1) Trowbridge lease and \$125/acre.

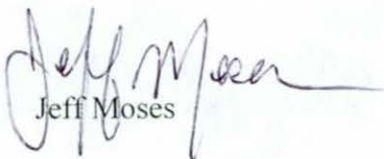
We will correct the county records in the near future to reflect the correct ownership by canceling the Trowbridge lease.

→ 774.85 Net Ac

The enclosed represents a 25% interest in the 3099.4 gross acres or 387.425 net acres for the GLO and the same for the surface owners. ($387.425 \times \$25 = \$9,685.62 + \$200 \text{ fee} = \$9,885.62$)

Thank you for your help and I always appreciates your advice.

Sincerely yours,


Jeff Moses

11.97.0

J. A. Moses

P.O. Box 9903
Midland, Texas 79708

Phone 432/570-9613
Fax 432/570-9603
email: jamoses@pobox.com

May 28, 2010

General Land Office
Attn: Drew Reid
1700 N. Congress Avenue, Suite 935
Austin, TX 78701-1495

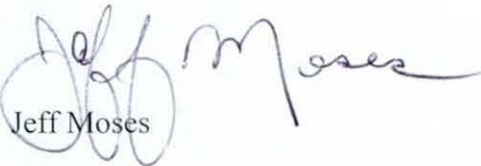
Re: Oil and Gas Lease
Reeves County, TX

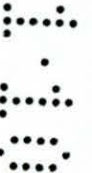
Dear Drew:

Please see the enclosed check, in the amount of \$48,428.13, covering the GLO interest in the enclosed certified oil & gas lease. We are in the process of putting together the remaining 88+ leases in the state land, will file those of record as they come in and follow up with a certified copy and check to your attention.

Thank you for your help and I always appreciate your help and advise and after talking to Louis I know the GLO knows how valuable you are to them.

Sincerely yours,


Jeff Moses



FILE # 1546

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

Paid up 2nd & 3rd yr
OIL AND GAS LEASE

*Haye Burtel
7500 Burke
Pays us 5th yr*

THIS AGREEMENT is made and entered into this 13 day of April, 2010, between the State of Texas, acting by and through its agent, Dalton Trowbridge of P.O. Box 263, Balmorhea, TX 79718 (Give Permanent Address) said agent herein referred to as the owner of the soil (whether one or more), and J.A. Moses of P.O. Box 9903, Midland, TX 79708 hereinafter called Lessee. (Give Permanent Address)

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Reeves County, State of Texas, to-wit:

Block C-15, PSL Survey
Sections 7, 8, 16, 18

Block 1, H & TC Ry Co
Section 14

containing 3099.4 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Forty eight thousand four hundred twenty eight and 13/100's Dollars (\$48,428.13)

To the owner of the soil: Forty eight thousand four hundred twenty eight and 13/100's Dollars (\$48,428.13)

Total bonus consideration: Ninety six thousand eight hundred fifty six and 25/100's Dollars (\$96,856.25)

The total bonus consideration paid represents a bonus of one hundred twenty five Dollars (\$125) per acre, on 774.85 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

*25% of the bc
7*



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

011 3

File No. MF114332 ③
Cover Letter, Bonus & Fees

Date Filed: 08/15/2011

Jerry E. Patterson, Commissioner

By JP

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

January 10, 2013

J. A. Moses
PO Box 9903
Midland, Texas 79708

Re: **State Lease MF 114432**

RAL Lease dated May 5, 2011 recorded Vol. 884, Pg. 472, covering 1829.7 ac. being Sec. 7, 8, 16, Blk C-16, PSL Survey, Reeves Co., TX, Estate of Ona May Graef, agent for State of TX, Lessor

Dear Mr. Moses:

The certified copy of the Relinquishment Act lease covering the above referenced tract has been approved and filed in our records under Mineral File numbers **MF-114432**. **Please refer to this lease number when making payments to the State and in all future correspondence concerning the lease. Failure to include the mineral file number may delay processing of any payments towards the lease.**

There are several contractual and statutory responsibilities for the Lessee which are material provisions of the lease as outlined in the agreement such as Section 10(B) which requires submission of written notice for all drilling, production and related activities. When forms are filed with the Texas Railroad Commission, they are required to be submitted to the General Land Office as well. Examples are W-1, Application to Drill; W-2, Oil Well Completion Report and Log; G-1, Gas Well Completion Report and Log; W-3, Plugging Report; G-5, Gas Well Classification Report; G-10, Gas Well Status Report; W-10, Oil Well Status Report; W-12, Inclination Report; electric logs; directional surveys.

Chapter 52 of the Texas Natural Resources Codes specifies that the surface owner's right to receive a portion of the revenues generated by the lease shall be in lieu of all damages to the soil. Therefore, any payments made for surface use or damages other than the authorized damages set out in the lease form must be shared equally with the state.

Your remittance of **\$34,306.88** has been applied to the State's portion of the cash bonus. In addition, we are in receipt of the filing and processing fees.

Sincerely yours,

Deborah A. Cantu
Mineral Leasing, Energy Resources
(512) 305-8598
deborah.cantu@glo.texas.gov

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. MF114432

(4)

Final Letter

Date Filed: 01/10/2013

Jerry E. Patterson, Commissioner

By JEP

6/19/13

COG Reeves Co Ownership

Lease No.	Net ac
MF111082B	1094.424
MF111082C	711.099
MF111082D	387.425
MF111082E	43.355
MF111082F	77.482
MF114432A	457.425
MF114433A	317.425
	<u>3088.635</u>
Less ac in MF111082E	-3
Gross ac	<u>-3099.4</u>
unleased acres	-13.765

File No. 114432 5

Acres table

Date Filed: 04/19/13

Jerry E. Patterson, Commissioner

By 

COG OPERATING LLC

600 W ILLINOIS AVE
MIDLAND TX 79701

Check Number 0033751127

Invoice #	Oblig. Date	Description	Lessor	Net Amount
TXREE000066/001	05/05/2014	COMMISSIONER OF THE GENERAL LAND DELAY RENTAL STATE OF TEXAS AND AGENT MF-114432 TXREE000066001 SOUTH HARPOON 700145 SEC 7, 8, 16: ALL, BLK C-16, PSL SVY REEVES CO, TX LSEDATE: 05/05/2011 OBL TYPE: RNT; DUE DATE: 05/05/2014; FREQ: ONCE REEVES TX, BOOK 884/PAGE 472 Payee: COMMISSIONER OF THE GENERA OFFICE OF THE STATE OF TEXAS 1700 N CONGRESS AVE STE 935 AUSTIN, TX 78701-1495 Payee Tax ID: [REDACTED]		34,306.88
000895	Payee	Check Date: 03/06/2014	Check Amount	34,306.88

RENTAL PAYMENT

4th & 5th yrs.

(P)

14710780

121

X

Accounts Payable

BANK OF AMERICA

14710780

32-2
1110 TX

COG OPERATING LLC

600 W ILLINOIS AVE
MIDLAND TX 79701

Check No	Check Date	Check Amount
0033751127	03/06/2014	*****\$34,306.88

PAY *Thirty Four Thousand Three Hundred Six Dollars and Eighty Eight Cents*

TO
THE
ORDER
OF

COMMISSIONER OF THE GENERAL LAND
OFFICE OF THE STATE OF TEXAS
1700 N CONGRESS AVE STE 935
AUSTIN TX 78701-1495

TWO SIGNATURES REQUIRED FOR CHECKS OVER \$200,000

⑈0033751127⑈

PLEASE DETACH AT PERFORATION ABOVE

PLEASE DETACH AT PERFORATION ABOVE

COG OPERATING LLC

600 W ILLINOIS AVE
MIDLAND TX 79701

Check Number 0033751127

Invoice #	Oblig. Date	Description	Lessor	Net Amount
TXREE000066/001	05/05/2014	<p>COMMISSIONER OF THE GENERAL LAND DELAY RENTAL STATE OF TEXAS AND AGENT MF-114432 TXREE000066001 SOUTH HARPOON 700145 SEC 7, 8, 16: ALL, BLK C-16, PSL SVY REEVES CO, TX LSEDATE: 05/05/2011 OBL TYPE: RNT; DUE DATE: 05/05/2014; FREQ: ONCE REEVES TX; BOOK 884/PAGE 472 Payee: COMMISSIONER OF THE GENERA OFFICE OF THE STATE OF TEXAS 1700 N CONGRESS AVE STE 935 AUSTIN, TX 78701-1495 Payee Tax ID: [REDACTED]</p>		34,306.88

000895

← Payee

Check Date: 03/06/2014

Check Amount →

34,306.88

Invoice #	Oblig. Date	Description	Lessor	Net Amount
TXREE000066/001	05/05/2014	COMMISSIONER OF THE GENERAL LAND DELAY RENTAL STATE OF TEXAS AND AGENT MF-114432 TXREE000066001 SOUTH HARPOON 700145 SEC 7, 8, 16: ALL, BLK C-16, PSL SVY REEVES CO, TX LSEDATE: 05/05/2011 OBL TYPE: RNT; DUE DATE: 05/05/2014; FREQ: ONCE REEVES TX; BOOK 884/PAGE 472 Payee: COMMISSIONER OF THE GENERA OFFICE OF THE STATE OF TEXAS AUSTIN, TX 78701-1495 Payee Tax ID: [REDACTED]		34,306.88

RECEIPT

INSTRUCTIONS TO DEPOSITORY: You have been designated as depository for delay rentals due under oil and gas lease held by this Company on lands hereinabove described. This check represents rental payment in advance under such lease and we ask that you credit the proceeds thereof to the parties named, and in the amounts indicated. Should any difficulty of any nature arise with respect to any item shown DO NOT return our check but make the deposit to the credit of the party named in A SPECIAL ACCOUNT IF NECESSARY, and communicate immediately with us explaining the circumstances and further instructions will be given.

The above described check has been received and deposited to the credit of parties named as instructed:

DATE

BY

PLEASE DATE, SIGN AND RETURN

000895	← Payee	Check Date: 03/06/2014	Check Amount →	34,306.88
--------	---------	------------------------	----------------	-----------

Pay

Thirty Four Thousand Three Hundred Six Dollars and Eighty Eight Cents

COMMISSIONER OF THE GENERAL LAN
 OFFICE OF THE STATE OF TEXAS
 1700 N CONGRESS AVE STE 935
 AUSTIN, TX 78701-1495

0033751127 03/06/2014 34,306.88

NON-NEGOTIABLE

File No. MF11 4432 ⑥

Rentals - 4th & 5th yrs.

Date Filed: 04/16/2014

Jerry E. Patterson, Commissioner

By [Signature]

4.10.14